



## 1.0 INTRODUCTION

Veritas Institute Australia's Fee Refund Policy & Procedure observes the principles outlined in the Education Services for Overseas Students Act 2000 (ESOS Act) and applies to all new and re-enrolling international students.

## 2.0 REFERENCES

- Education Services for Overseas Students Legislation Amendment (Tuition Protection Service and Other Measures) Act (2012): Division 2, Subsections A, B, and C
- ESOS Act (2000)
- ESOS National Code (2018)
- Standards for Registered Training Organisations (RTO"s) 2015: Clause 5.3, 7.3 (Schedule 6)

## 3.0 PURPOSE

The purpose of this policy is to ensure that Veritas Institute Australia adopts a refund policy that is fair to students who have valid reasons for requesting refunds and who give Veritas Institute Australia sufficient notice, while at the same time protecting Veritas Institute Australia from suffering economic loss that may be caused by refund requests that are not submitted within the required timeframe. The purpose of this policy is to set out the circumstances under which students may claim a refund and the associated procedures for handling refunds.

## 4.0 SCOPE

This policy and procedure applies to all the fees received from international students enrolled by Veritas Institute Australia as well as fees received from all the prospective students who pay an advance fee when applying for a place at Veritas Institute Australia.

## 5.0 RELATED POLICIES AND PROCEDURES

- Fees and Charges Policy & Procedure
- Deferral, Suspension and Cancellation Policy & Procedure
- Complaints and Appeals Policy & Procedure
- Transfer Between Registered Providers Policy & Procedure

## 6.0 DEFINITIONS

**Provider:** Veritas Institute Australia is the provider, in the context of this policy & procedure

**International Students:** All those students who are either on a student visa or a temporary visa that allows them to undertake formal studies in Australia. For the purpose of this, policy Veritas Institute Australia makes no distinction between students that are on or off shore.

**Course:** A program of study leading to a qualification or an award. A course may comprise of units or modules.

**Package of Courses:** is a group of all courses (on Veritas Institute Australia's Scope of Registration) as a sequence of courses which are detailed in the letter of offer from Veritas Institute Australia, and which are identified in the Student Agreement signed and dated by the student, and for which CoE(s) have been issued.

**Principal Course of Study:** Means the main or the final course of study to be undertaken by an overseas student where a student visa has been issued for multiple courses of study.

**Study Period:** A discrete period of study up to a maximum of 14 weeks within a course, namely term, semester, trimester, short course of similar or lesser duration, excluding holidays and term/semester breaks



**Term Start Date:** Date on which an academic term commences as per Veritas Institute Australia's yearly academic program calendar. Academic Calendar is available from Veritas Institute Australia's reception.

**Fees:** A total of tuition, materials, application and any other fees during the course of study.

**Tuition fees:** Tuition fees are defined in section 7 of the ESOS Act as fees received by Veritas Institute Australia (from or on behalf of an overseas student or intending overseas student) that are "directly related to the provision of a course or a package of courses that Veritas Institute Australia is providing, or offering to provide, to the student":-

**Tuition Fees:** definition -

(a) means fees Veritas Institute Australia receives, directly or indirectly, from:

- i. an overseas student or intending overseas student; or
- ii. another person who pays the fees on behalf of an overseas student or intending overseas student that are directly related to the provision of a course that the provider is providing, or offering to provide, to the student

Tuition fees are fees relating to the delivery of a course and include items such as:

- tutorials and tutoring sessions
- lectures
- additional requisite training including practicums and practice hours
- ancillary costs for fieldwork, excursions or laboratories
- specialist materials that are mandatory and relate to the provision of the course.

**Non-tuition fees:** Non-tuition fees cover other items not directly related to tuition and may be compulsory or discretionary. This covers the cost of learning materials and resources provided by Veritas Institute Australia.

**Pre-paid Tuition Fees:** Tuition fees paid in advance prior to commencement of the course or a study period.

**Unused-tuition fees:** Unused tuition fees are tuition fees that a student has pre-paid for future courses that Veritas Institute Australia has yet to provide to the student.

**Refund:** An amount of fees paid by the student to Veritas Institute Australia, which is returned to the student under specific circumstances defined in this policy. Under the ESOS Act, a refund may only be paid to the student (unless another person is specified in the Student Agreement as being able to receive the refund on behalf of the student).

**Provider Default:** when Veritas Institute Australia is in breach of the contract with a student; where Veritas Institute Australia is required to deliver courses as outlined in the an agreement with the student for fees paid in advance by the student. The ESOS Legislation Amendment (TPS) Act (2012) – Division 2, Subsection A, 46A – defines provider default as follows:

A registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

a. either of the following occurs:

- (i) the provider fails to start to provide the course to the student at the location on the agreed starting day.
- (ii) the course ceases to be provided to the student at the location at any time after it starts but before it is completed; and

(b) the student has not withdrawn before the default day

(c) the course is not provided in full to the student because a sanction has been imposed on Veritas Institute Australia or any other reason.



**Student Default:** The ESOS Legislation Amendment (TPS) Act (2012) – Division 2, Subsection B, 47A – defines student default as follows:

An overseas student or intending overseas student defaults, in relation to a course at a location, if:

- (a) the course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
- (b) the student withdraws from the course at the location (either before or after the agreed starting day); or
- (c) the registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:
  - (i) the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course.
  - (ii) the student breached a condition of his or her student visa.
  - (iii) misbehaviour by the student.

### **7.0 What documents will assist the TPS in determining a refund of pre-paid tuition fees?**

To assist TPS in calculating the refund of tuition fees for a course or courses for which the student has paid but which has not been delivered or assessed in the event of Veritas Institute Australia closing, Veritas Institute Australia will advise students that they should keep the following documents and make them available when required:

- The student agreement with Veritas Institute Australia;
- Original receipts for tuition fees pre-paid to Veritas Institute Australia;
- Bank statements; and
- Other relevant correspondence which identifies the amount of prepaid fees paid (e.g. an email or SMS between Veritas Institute Australia and the student).

### **8.0 What should a student do if Veritas Institute Australia has not refunded the unused portion of their prepaid tuition fees where the student has withdrawn from their course?**

In the first instance the student will be required to check their written agreement to ensure that they are eligible for a refund. If they do not have a copy they will be required to contact Veritas Institute Australia or their agent and ask for a copy. After reading their agreement, if they still believe that they are entitled to a refund, they should contact Veritas Institute Australia in writing seeking a refund. If a student is not satisfied with the outcome of the Veritas Institute Australia's refund decision they can contact TPS. In this case they will be required to provide the TPS with documents (such as the outcome letter of Veritas Institute Australia's refund decision) to support their claim for a refund.

### **9.0 Education Services for Overseas Students (Calculation of Refund) Specification 2014:**

- **Unused tuition fees:** For the purposes of calculating a refund  
Unused tuition fees = Weekly Tuition fee x Weeks in default period, rounded up to the nearest whole dollar
- **Weekly tuition fees:** For the purposes of calculating a refund  
Weekly tuition fees = (Total tuition fee for the course / number of calendar days in the course) x 7, rounded up to the nearest whole dollar
- **Weeks in Default period:** For the purposes of calculating a refund  
Weeks in default period = (number of calendar days since default day)/7  
Where number of weeks is not a whole number it will be rounded up
- **Refund amount** = Unused tuition fees x weeks in default period



**FEE REFUND TABLE**

FEE REFUND CONDITIONS	REFUND APPLICABLE This applies to all students at Veritas Institute Australia
<b>1.0 Provider Default</b>	
<p><b>1.1</b> Provider default is applicable in the following situations.</p> <ol style="list-style-type: none"> <li>I. The course does not begin on the agreed commencement date, or</li> <li>II. The course ceases to be provided at any time after it commences but before it is completed, or</li> <li>III. The course is not provided in full to the student because a sanction has been imposed on the registered provider or any other reason.</li> </ol>	<p>In the unlikely event that Veritas Institute Australia is unable to deliver your course in full, you will be offered a refund of any Tuition Fee paid in advance for the default course. The refund amount will be calculated as follows:</p> <ul style="list-style-type: none"> <li>• The refund amount = weekly tuition fee x the number of weeks in the default period               <ol style="list-style-type: none"> <li>a. The weekly tuition fee = total tuition fee for the course / number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar.</li> <li>b. The number of weeks in the default period = number of calendar days from the default day to the end of the period to which the payment relates / 7</li> </ol> </li> </ul> <p>The refund will be paid to you within 2 weeks of the day on which the course ceased being provided. Alternatively, you may be offered enrolment in another course offered by the Institute at no extra cost. You have the right to choose whether you would prefer a refund of course fees, or to accept a place at another institute. If you choose placement in another course, we will ask you to sign a document to indicate that you accept the placement. If Veritas Institute Australia is unable to provide a refund or place you in an alternative course, the Tuition Protection Service will be accountable for providing refunds or providing assistance to locate an alternative. However, students are primarily responsible for finding another institute which will accept them into an alternative course</p> <p><b>REFUND PROCEDURES:</b></p> <ul style="list-style-type: none"> <li>• The student is required to supply, in writing to Veritas Institute Australia the nominated method of re-imburement.</li> <li>• The money will be refunded to the student within 14 days after the written request is received and approved.</li> </ul>
<b>2.0 Visa refused before course commencement</b>	
<p><b>2.1</b> In the event where student's initial visa is not granted.</p>	<p>In the event that the student's visa has been refused, the refund amount shall be calculated as follows under section 9 of the refund specifications:</p> <ul style="list-style-type: none"> <li>• The refund amount = the total course fee minus 5% of the course fee received up to a maximum of \$500</li> <li>• The total course fee also includes any non-tuition fee paid but application/enrolment fee is non-refundable.</li> </ul> <p><b>REFUND PROCEDURES:</b> A written request for refund and proof of visa refusal from the Australian Government must be sent to Veritas Institute Australia no later than four weeks after visa refusal.</p>
<p><b>2.2</b> In the event where a student enrolls in a Package Program and the first course has commenced and the student visa is refused before the commencement of second course.</p>	<p>The refund amount will be calculated for the student for the commenced course as follows:</p> <ul style="list-style-type: none"> <li>• The refund amount = weekly tuition fee x the number of weeks in the default period where               <ol style="list-style-type: none"> <li>a. The weekly tuition fee = total tuition fee for the course / number of</li> </ol> </li> </ul>



	<p>calendar days in the course x 7. This amount is rounded up to the nearest whole dollar.</p> <p>b. The number of weeks in the default period = number of calendar days from the default day to the end of the period to which the payment relates / 7</p> <p>If the student has paid any tuition fee for the second course, the refund will be calculated as:</p> <ul style="list-style-type: none"> <li>The refund amount = the total course fee minus 5% of the course fee received up to a maximum of \$500</li> </ul> <p><b>REFUND PROCEDURES:</b> A written request for refund and proof of visa refusal from the Australian Government must be sent to Veritas Institute Australia no later than four weeks after visa refusal.</p>
<b>2.3</b> No proof of refusal from the Australian Government.	Refund will not be granted
<b>3.0 Visa refused after commencement date</b>	
<b>3.1</b> In the event that a student's visa is not granted, and the course has commenced.	<p>The refund amount = weekly tuition fee x the number of weeks in the default period</p> <p>a. The weekly tuition fee = total tuition fee for the course / number of calendar days in the course x 7. This amount is rounded up to the nearest whole dollar.</p> <p>b. The number of weeks in the default period = number of calendar days from the default day to the end of the period to which the payment relates / 7</p> <p>Tuition fee does not include any non-tuition fee that might have been paid by the student.</p>
<b>4.0 Cancellation before commencement date</b>	
<b>4.1</b> In the event that the student cancels their enrolment and requests a refund in writing 12 weeks or more prior to the course commencement	<p>Full refund of monies paid for tuition fees and material tuition fee will be issued to the student.</p> <p>Application / enrolment fee will not be refunded</p>
<b>4.2</b> In the event that the student requests a refund in writing between 6 weeks and up to 11 full weeks prior to the course commencement.	A refund of 50% of monies paid for the tuition fees will be issued to the student.
<b>4.3</b> In the event the student requests a refund in writing 5 full weeks or less prior to course commencement	No refund will be issued
<b>4.4</b> If a student requests to defer to any following intake/s before the commencement of the course initially applied for due to personal reasons.	There will be no refund of monies paid towards initial deposit.
<b>5.0 Cancellation on or after commencement date</b>	
<b>5.1</b> Withdrawals notified in writing and received by Veritas Institute Australia on the commencement date or after the semester commences.	No refund will be issued which includes all monies paid to Veritas Institute Australia for Overseas Student Health Cover (OSHC), airport pick up, accommodation booking and board.



<p><b>5.2</b> There is a student default due to any of the following reasons.</p> <ul style="list-style-type: none"> <li>I. The student failed to pay an amount he or she is liable to pay in order to undertake the course.</li> <li>II. The student breached a condition of his or her student visa.</li> <li>III. Misbehaviour by the student</li> </ul>	<p>No refund will be issued to a student either before or after commencement of course.</p>
<p><b>5.3</b> If a student fails to attend a course after the start of the Course.</p>	<p>No refund will be issued which includes all monies paid to Veritas Institute Australia</p>
<p><b>5.4</b> In the event that the student seeks and is granted approval by Veritas Institute Australia to transfer to another provider prior to completion of six months study of the principal course.</p>	<p>No refund will be issued of any course money paid in advance.</p>
<p><b>5.5</b> If a Student chooses to pay Tuition Fees on an instalment basis on an agreed payment plan.</p>	<p>No refund will be issued for any course money (paid on instalment basis). Instalments paid will be for course fees due and payable to Veritas Institute Australia for services already rendered.</p>
<p><b>5.6</b> If a student abandons their course.</p>	<p>No refund will be issued and all outstanding fees are payable to Veritas Institute Australia</p>
<p><b>6.0 Conditions</b></p>	
<p><b>6.1</b> At the time of enrolment any Credit Transfer (CT)/ Recognition of Prior Learning (RPL) will be discussed &amp; granted after the student provides sufficient evidence, If the Credit Transfer allows shortening of the duration of the course pro-rata fees will be worked out and offered to the student. Once the student accepts this offer, there will be no further reduction of the fee.</p>	
<p><b>6.2</b> Fees not listed in this refund section are not refundable. Prior to a student enrolling fees may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student then any fee increases will be required to be paid for the extended component of the course.</p>	
<p><b>6.3</b> Prior to a student enrolling fees may be altered without notice. Once a student has completed enrolment, fees will not be subject to change for the normal duration of the course. If a course length is extended by the student, then any fee increases will be required to be paid for the extended component of the course.</p>	
<p><b>6.4</b> If a student withdraws after any number of deferrals, the date on the original CoE will be considered for the purpose of determining the date of commencement of semester/course in relation to the institute refund policy and other related policies.</p>	

**10.0. PROCEDURE**





**10.1** All refund claims must be submitted in writing via Veritas Institute Australia's Refund Request Form accompanied by appropriate supporting documents as specified to Finance Department of Veritas Institute Australia.

**10.2** All refund applications must be made and signed in person by the student. Where it is not possible for a student to be present in person (e.g. students residing overseas or international students) to claim a refund, the student must send a scanned copy of their signed forms to the Student Admissions Officer either by email. On receipts of email application, the Student Admissions Officer will verify student's signatures on records and may also telephone the student to verify student's identity. No refunds will be made on email until the time when student's identity has been verified.

**10.3** All applications for the refund will be authorised by the Chief Executive Officer/RTO Manager/Director.

**10.4** A refund of fees in relation to an international student will be made in the same currency in which the fees were paid and be made to the party who entered into the written agreement with Veritas Institute Australia, unless that person directs Veritas Institute Australia otherwise in writing.

**10.5** In normal circumstance, Veritas Institute Australia will refund the amount within four (4) weeks after receipt of the completed and signed Refund Request Form together with appropriate supporting documents.

**10.6** Payments will be made to students by electronic transfer in their nominated bank accounts.

**10.7** For any refund to be paid to any other person than the students, a written authorisation from the student will be required.

**10.8** The student will not be refunded for any fees charges administered by financial institutions arising from international money transfers or transfers which involve different currencies.

### **11.0 GRIEVANCES AND APPEALS**

A student may appeal against a decision made with respect to fees, including refunds, and the appeal must be lodged in writing according to the processes for appeals as detailed in the Complaints and Appeals Policy and Procedure. Availability of Veritas Institute Australia's complaints and appeals processes does not remove the right of a student or an intending student to take action under Australia's consumer protection laws or to lodge an appeal with a relevant external body or to take other legal action.

### **12.0 RESPONSIBILITY**

The Accounts Payable Officer has the responsibility to process the refund claims and provide the student details and fee status to CEO for approval. CEO has the responsibility to make a final decision about all the refund claims. Any complaints or breaches in relation to this policy should be reported to the CEO in person or by email to: [nidhi@veritas.edu.au](mailto:nidhi@veritas.edu.au)

## **FEE REFUND PROCEDURE**



